THE HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.No. 18896 of 2006

13-09-2006

Between:

Dr. Curie's Labs Limited,
A.R. Reddy, A. Viswanath, S.Basu Thakur,
6-3-652, Kautilya (III Floor),
Somajiguda, Hyderabad, represented
By its Authorised Signator,
Mr. V. Narasimha Reddy. … Petitioner

And

The Honble Employees Insurance court-cum-
Industrial Tribunal, represented by its
Chairman and another. … Respondents

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Oral Order:

The Writ Petition is misconceived. By the order impugned, the learned Employees Insurance Court-cum-Industrial Tribunal, Hyderabad rejected I.A.No.47 of 2006 in Employees Insurance Case No.46 of 2002. The interlocutory application was filed by the petitioner under Section 65 of the Indian Evidence Act read with Section 151 of the Code of Criminal Procedure, 1908 seeking to mark a xerox copy of a Memorandum of Understanding (MOU) dated 3.11.1999 as secondary evidence. The said instrument was pleaded to be an MOU between the current promoters/managers of the petitioner-company and the previous promoters/managers.

Under the provisions of the Employees State Insurance Act, 1948, proceedings were initiated demanding a specified amount towards arrears of insurance liability and penalty. Assailing the same, the petitioners filed E.I.C.No.46 of 2002 before the Insurance Court whereat petitioner also filed I.A.No.47 of 2006 to bring on record and mark a xerox copy of an MOU dated 3.11.1999.

The Court below by the order impugned, rightly rejected the petitioner's application on the ground that the petitioner failed to establish that it had lost the original document and therefore secondary evidence ought to be taken into consideration. The petitioner has also

failed to plead and establish that even if it had lost it's copy of the MOU, it had made reasonable effort to procure the other copy of the MOU available with the previous promoters and that despite such effort, either the previous promoters/managers declined to furnish/supply their copy of the MOU or had not done so within a reasonable time.

This Court discerns no infirmity in the conclusion arrived at by the Insurance Court warranting interference by this Court. The Writ Petition is accordingly dismissed.

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13th September, 2006 GODA RAGHURAM, J

vtv

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